

GRANT OF CONSERVATION RESTRICTION,
PUBLIC RECREATION EASEMENT AND ACCESS EASEMENT

This is a Grant of a Conservation Restriction and Public Recreation Easement, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended (C.G.S.), and a grant of access easement made this 26th day of February, 2007. The purposes of the conservation restriction, which is in the form of an easement, are within those described in Section 47-42a(a), C.G.S.

The Conservation Restriction and Public Recreation Easement is granted in perpetuity exclusively for the conservation purpose of the preservation of open space pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

ESSEX HIGHLANDS, LLC, a Connecticut limited liability company having its office at 17 Rose Avenue, West Hartford, Connecticut 06110 (the "Grantor"), with WARRANTY COVENANTS, grants to ESSEX LAND CONSERVATION TRUST, INC., a Connecticut corporation having its office at P. O. Box 373, Essex, Connecticut 06424 (the "Grantee"):

1. A conservation restriction and public recreation easement (the "Conservation Restriction and Easement"), immediately vested in Grantee upon the following property (the "Protected Property"):

All that certain real property in the Town of Essex, County of Middlesex and State of Connecticut, which property is more particularly described on Schedule A attached hereto and made a part hereof.

As described with more specificity below, the entire Protected Property shall be subject to conservation restrictions and easement rights.

2. A perpetual easement, in common with Grantor, for access to and from contiguous property being conveyed by Grantor to Grantee by warranty deed of even date herewith and more particularly described on Schedule B attached hereto and made a part hereof (the "Benefited Estate"), and for parking rights in connection with the exercise of such access rights, all as described with more specificity below (collectively, the "Access Easement"), immediately vested in Grantee, within those portions of the Protected Property as are more particularly described on Schedule C attached hereto and made a part hereof (the "Access Easement Areas").

WITNESSETH:

WHEREAS, the Protected Property has been held as timberland and/or open space for many years and is now essentially open space, still with a considerable number of trees, which open space provides natural habitat for a variety of plants and animals;

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource;

WHEREAS, by virtue of the conservation restrictions imposed through this Grant, the Protected Property will yield a substantial public benefit for wildlife sanctuary and open space protection;

WHEREAS, the preservation of open space such as the Protected Property is consistent with the policies of the United States and the State of Connecticut. These policies include, but are not limited to, Sections 7-131, 7-131b(a) and Section 12-107f C.G.S., which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific or aesthetic uses;

WHEREAS, the proposed open space use of the Protected Property is consistent with conservation and land preservation programs conducted by the Grantee and other local, state and national land-saving, non-governmental charitable organizations and public agencies;

WHEREAS, the Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity;

WHEREAS, Grantee requires vehicular and pedestrian access to the Benefited Estate through a portion of the Protected Property and wishes to connect the Protected Property and the Benefited Estate with a pedestrian pathway traversing a portion of the Protected Property.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee (1) the Conservation Restriction and Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth; and (2) the Access Easement in perpetuity, in common with Grantor, over the Access Easement Areas solely for the purposes of (i) vehicular and pedestrian access to the Benefited Estate through that portion of the Protected Property designated as "General Access Area" on Schedule C, (ii) a pedestrian walkway through that portion of the Protected Property designated as "Pedestrian Walkway Area" on Schedule C; and (iii) parking of vehicles in connection with such access within that area designated as "Parking Easement Area" on Schedule C, all of the nature and character and to the extent hereinafter set forth.

PROVISIONS RELATING TO THE CONSERVATION RESTRICTION AND EASEMENT AND THE PROTECTED PROPERTY

1. Purpose. The purpose of this Conservation Restriction and Easement is to assure that the Protected Property, except for its use for Forestry Activities and Maintenance Activities (as defined below), shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Conservation Restriction and Easement.

2. Definitions.

2.1 "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective, and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Protected Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

2.2 "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under Section 2.1, which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Protected Property, enhance the natural habitat and/or aesthetic and scenic quality of the Protected Property or for protection of the watershed resources.

3. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Restriction and Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, all except as provided in Paragraphs 5 and 6 or as reasonably required for the purposes permitted in Paragraphs 5 and 6 below:

3.1 There shall be no constructing or placing of any building, tennis or other recreational court, landing strip, parking lots or area, camping accommodations, mobile home, swimming pool, fence or sign (other than signs erected by Grantee designating the Protected Property as a conservation area and, within the Access Easement Areas only, trail signs erected by Grantee), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, sodium vapor or other lights or any other temporary or permanent structure or facility on, above or below the Protected Property.

3.2 There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the Protected Property in any manner.

3.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, introduction of non-native animals, grazing of domestic animals or disturbance or change in the natural habitat in any manner.

3.4 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property which could cause erosion or siltation on the Protected Property.

3.5 There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property.

3.6 There shall be no horseback riding and no operation of motorized bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles.

3.7 The Protected Property and the lots shown thereon may not be further divided, partitioned, subdivided or conveyed except in their current configurations.

3.8 There shall be no commercial or industrial use of the Protected Property.

3.9 There shall be no construction, improvement or upgrading of roads.

3.10 Except for the Access Easement, there shall be no granting of any right of way or right of passage, inconsistent with the conservation purposes as described within, over any portion of the Protected Property.

3.11 Although portions of the Protected Property are within approved residential subdivision lots, no building, improvement or structure or mobile shelter shall be located within the Protected Property itself, unless specifically permitted under this Conservation Restriction, or unless Grantee gives its discretionary consent pursuant to Paragraph 5.9.

3.12 There shall be no hunting or trapping, except that non-lethal capture of animals for relocation either for legitimate conservation purposes or to remove dangerous or nuisance wild animals to locations more suitable to their requirements shall be permitted when carried out by the State of Connecticut conservation officers or properly qualified wildlife conservation specialists recognized by and acceptable to the Grantee.

4. Grantor's Reserved Rights. The Grantor reserves for itself and its successors and assigns, all rights accruing from the ownership of the Protected Property, including the right to convey the fee simple interest in the Protected Property, and the right to use the Protected Property for purposes not inconsistent with this Conservation Restriction and Easement. Grantor and Grantee acknowledge that the exercise of any reserved right enumerated herein by the Grantor shall not relieve Grantor from complying with or obtaining any permit from any applicable governmental authority prior to the exercise thereof.

5. Grantee's Rights. To accomplish the purpose of this Conservation Restriction and Easement, the following rights within the Protected Property are conveyed to Grantee by this Conservation Restriction and Easement:

5.1 Maintenance Activities. The right to engage in Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Conservation Restriction and Easement may be carried out. Recognizing that the future cannot be foreseen, the right is granted to Grantee and its successors and assigns, to take such actions as may be necessary to ensure that the Protected Property be kept suitable and preserved for its intended purposes. The foregoing provision is not intended to create maintenance obligations by Grantee that do not otherwise exist. Maintenance Activities by Grantee may include maintenance of permitted trails and paths within the Access Easement Areas for the purposes permitted in Paragraph 6.

5.2 Limited Public Access. Within the Access Easement Areas only, the right to allow access to the general public for walking, hiking, cross-country skiing and biking on non-motorized bicycles only and to construct, install, improve and maintain trails and paths for such purposes.

5.3 Forestry Activities. The right to perform Forestry Activities.

5.4 Signs. The right to erect signs designating the Protected Property as a conservation area and marking permitted trails.

5.5 Preservation. The right to preserve and protect the conservation values of the Protected Property.

5.6 Right of Entry. The right, but not the obligation, to enter the Protected Property at all times for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Restriction and Easement; (b) enforcing the terms of this Conservation Restriction and Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

5.7 Monitoring. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, if any, plant communities, and natural habitats on the Protected Property to ensure their continued presence and viability on the Protected Property.

5.8 Enforcement. The right, but not the obligation, to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Restriction and Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 10.

5.9 Discretionary Consent. Grantee's consent for activities otherwise prohibited under Paragraph 3 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Paragraph 3 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Restriction and Easement. Grantee may give its permission only if it determines, in its reasonable discretion, that such activities (1) do not violate the purpose of this Conservation Restriction and Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction and Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

PROVISIONS RELATING TO ACCESS EASEMENT AND THE ACCESS EASEMENT AREAS

6. Grantee's Right Within Access Easement Areas. The following rights are conveyed to Grantee within the Access Easement Areas:

6.1 Access. (a) The right of ingress and egress by vehicles by Grantee and its agents or contractors only (but not by the general public) and the right of ingress and egress by pedestrians (including the general public) through the General Access Area to the Benefited Estate solely for the purposes described in Paragraphs 3.1, 5.1, 5.2 and 5.3.

(b) The right of ingress and egress by pedestrians only (including the general public) through the Pedestrian Walkway Area solely for the purposes described in Paragraphs 3.1, 5.1 and 5.2.

(c) Subject to the limitations set forth in Schedule C, the right by Grantee to install a gravel parking area and to park vehicles (including the general public) in connection with the exercise of the access rights set forth in this Conservation Restriction and Easement.

GENERAL PROVISIONS

7. Costs and Liabilities. Grantor agrees to release, hold harmless, defend and indemnify Grantee, its agents, employees and representatives from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantee may suffer or incur as a result of or arising out of the activities of Grantor on the Protected Property or the Access Easement Areas. Grantee agrees to release, hold harmless, defend and indemnify Grantor, its agents, employees and representatives from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantee on the Protected Property. Grantee agrees to carry public liability insurance as to its activities

thereon with limits that are commercially reasonable and to provide evidence of such insurance to Grantor upon request.

8. Taxes. The Grantor agrees to pay any real estate taxes or payments in lieu of taxes or other assessments levied on the Protected Property and the Access Easement Areas.

9. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property and the Access Easement Areas in fee simple and has good right to grant and convey the aforesaid Conservation Restriction and Easement and the Access Easement; that the Protected Property is free and clear of any and all encumbrances (other than as listed in Schedule D hereto), including but not limited to, any mortgages not subordinated to this Conservation Restriction and Easement and the Access Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Restriction and Easement and the Access Easement.

10. Hazardous Waste. The Grantor covenants and represents that, to its actual knowledge, (i) no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and (ii) there are not now any underground storage tanks located on the Protected Property.

11. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Conservation Restriction and Easement or the Access Easement by Grantor, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Restriction and Easement and the Access Easement; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Restriction and Easement and the Access Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.

11.1 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Restriction and Easement or the Access Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Restriction and Easement or the Access Easement.

11.2 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Restriction and Easement or the Access Easement caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit (without cost or expense to Grantor), and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.

11.3 Standing. By virtue of Grantee's acquisition of rights under this Conservation Restriction and Easement or the Access Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the Protected Property.

12. Grantor's Remedies. In the event that the Grantor becomes aware of a violation of the terms of this Conservation Restriction and Easement or the Access Easement by Grantee, the Grantor shall give notice to the Grantee, at Grantee's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Failure by the Grantee to cause discontinuance, abatement or such other corrective action as may be requested by Grantor within thirty (30) days after receipt of such notice shall entitle Grantor to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Restriction and Easement and the Access Easement; to require the restoration of the Protected Property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by the Grantor, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantee has failed to comply with this Conservation Restriction and Easement and the Access Easement, Grantee shall reimburse Grantor for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court.

12.1 Failure to Act or Delay. The Grantor does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Restriction and Easement and Access Easement by any prior failure to act and Grantee hereby waives any defense of laches with respect to any delay by the Grantor, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Restriction and Easement and Access Easement.

12.2 Violations Due to Causes Beyond Grantee's Control. Nothing herein shall be construed to entitle the Grantor to institute any enforcement proceedings against the Grantee for any changes to the Protected Property due to causes beyond the Grantee's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Restriction and Easement and Access Easement caused by unauthorized wrongful acts of third persons, at Grantor's option, Grantee

agrees to assign its right of action to Grantor, to join in any suit (without cost or expense to Grantor), and/or to appoint Grantor its attorney-in-fact for the purposes of pursuing enforcement action.

12.3 Standing. Grantor shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters that are necessary or incidental to the protection of the Protected Property or the Access Easement Areas.

13. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall run with the Protected Property and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns and all persons claiming through said persons. The foregoing notwithstanding, upon the conveyance of the Protected Property by Grantor, the rights and obligations of Grantor hereunder shall automatically and without further documentation be assigned to and assumed by (on a pro rata basis) each and every subsequent owner of the Protected Property or any portion thereof. Thereafter, Grantor shall have no further privileges, rights, obligations or liability hereunder, and Grantee does herewith release Grantor from any and all obligations or liabilities as set forth above except for claims, losses, obligations or liabilities which arose and/or accrued prior to such conveyance.

14. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property or any portion thereof.

15. Merger. The Grantor and Grantee agree that the terms of this Conservation Restriction and Easement and the Access Easement shall survive any merger of the fee and easement interest in the Protected Property.

16. Assignment. The parties hereto recognize and agree that the benefits of this Conservation Restriction and Easement are perpetual, gross and assignable and that the Access Easement is perpetual and runs with the Benefited Estate. Grantee further agrees that if Grantee wishes to transfer or assign the Conservation Restriction and Easement or if Grantee intends to dissolve its existence, it shall first offer to assign the Conservation Restriction and Easement, without charge, to the Town of Essex (the "Town") by written notice to the First Selectman of the Town. If the Town declines to accept such transfer or assignment within one hundred twenty (120) days after the sending of such notice by Grantee, then Grantee may transfer or assign the Conservation Easement or Grant subject to the conditions of this paragraph. The Grantee hereby covenants and agrees that in the event it transfers or assigns the Conservation Restriction and Easement, such transfer or assignment shall be either to the Town of Essex, if it accepts such transfer or assignment, or to another organization which is a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the

conservation purposes which the contribution was originally intended to advance. Any such transfer or assignment of the Conservation Restriction and Easement shall be subject to the Access Easement, which Access Easement shall continue to run with the Benefited Estate.

17. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Conservation Restriction and Easement and Access Easement to the Grantee, this Conservation Restriction and Easement and Access Easement gives rise to a real property right, immediately vested in the Grantee. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to the value of its property rights hereunder. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P. L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

18. Eminent Domain. Whenever all or part of the Protected Property or the Access Easement Areas is taken in exercise of eminent domain by public, corporate, or other authority other than the Grantee so as to abrogate the restrictions imposed by this Conservation Restriction and Easement and Access Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests, and Grantee's proceeds shall be used as specified above. The Grantor and the Grantee shall each pay their own expenses in such action.

19. Permits. The conveyance of this Conservation Restriction and Easement and Access Easement by the Grantor to the Grantee shall not relieve Grantor or Grantee of the obligation and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses or Grantee's granted rights or uses of the Protected Property or Access Easement Areas even if consistent with the conservation purposes of this Conservation Restriction and Easement and Access Easement.

20. Miscellaneous Provisions.

20.1 Severability. If any provision of this Conservation Restriction and Easement and Access Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction and Easement and Access Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.2 Third-Party Beneficiary. Grantor and Grantee agree that the Town of Essex and the Essex Planning Commission (the "Third Party Beneficiaries") are third-party beneficiaries with regard to the Conservation Restriction and Easement and shall have the right,

but not the obligation, to enforce its provisions as fully as Grantor or Grantee might enforce them and shall have the same rights and remedies as enumerated in Paragraphs 11 and 12.

20.3 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's successors and assigns. The term "Grantee" shall include the Grantee and the Grantee's successors and assigns. Each term shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. Notwithstanding the foregoing, in the event Grantor conveys the fee simple to the Protected Property (or any portion thereof), the liabilities of the conveying Grantor shall be limited to those arising prior to or during that conveying Grantor's period of ownership of all or part of the Protected Property.

21.3 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction and Easement and Access Easement; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

21.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Restriction and Easement and Access Easement and shall have no effect upon construction or interpretation.

21.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

21.6 Notices. Any notices required in this Conservation Restriction and Easement and Access Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

To Grantor:

Essex Highlands, LLC
17 Rose Avenue
West Hartford, Connecticut 06110

with a copy to:

Terrance D. Lomme, Esq.
80 -1 Plains Road
Essex, Connecticut 06426

To Grantee:

Essex Land Conservation Trust
P.O. Box 373
Essex, Connecticut 06426

with a copy to:

Barbara A. Sarrantonio, Esq.
Murtha Cullina LLP
CityPlace I, 185 Asylum Street
Hartford, Connecticut 06103

In each case, with a copy to:

First Selectman
Town of Essex
29 West Avenue
Essex, Connecticut 06426

TO HAVE AND TO HOLD the said Conservation Restriction and Easement and Access Easement unto the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

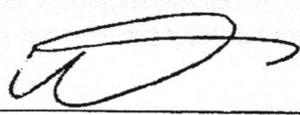
WITNESSES:

GRANTOR:

ESSEX HIGHLANDS, LLC



Sara A. Taylor
Sara A. Taylor

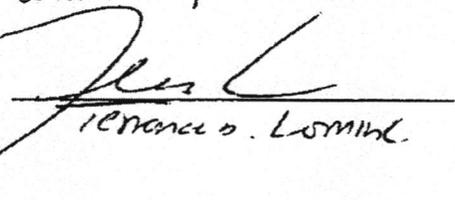
By: 

William R. Freeman
Its: MEMBER

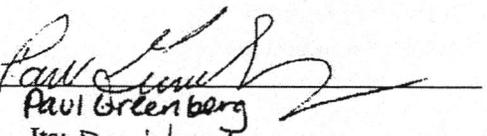
GRANTEE:

ESSEX LAND CONSERVATION TRUST, INC.

Sara A. Taylor

Sara A. Taylor


Clarence D. Lomine

By: 

Paul Greenberg
Its: President

[Signature]
Cynthia Vanich

TOWN OF ESSEX
(Solely for the Purposes of Paragraphs 16 and 20)

By: [Signature]
Philip J. Miller
Its First Selectman

STATE OF CONNECTICUT :
: ss. Essex February 26, 2007
COUNTY OF Middlesex :

Personally appeared William R. Freeman of ESSEX
HIGHLANDS, LLC, a limited liability company, signer and sealer of the foregoing instrument,
and acknowledged the same to be his/~~her~~ free act and deed as such is the and the
free act and deed of said limited liability company, before me.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT :
: ss. Essex February 26, 2007
COUNTY OF MIDDLESEX :

Personally appeared Paul Greenberg, President of ESSEX LAND
CONSERVATION TRUST, INC., a ~~Connecticut non-stock~~ ^{non-stock} corporation, signer and sealer of the
foregoing instrument, and acknowledged the same to be his/~~her~~ free act and deed as such officer
and the free act and deed of said ~~limited~~ ^{non-stock} corporation, before me.

[Signature]
Sara A. Taylor
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT :
: ss. Essex, Feb. 28, 2007
COUNTY OF MIDDLESEX :

Personally appeared Philip J. Miller, First Selectman of the TOWN OF ESSEX, a municipality, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such official and the free act and deed of said municipality, before me.



Commissioner of the Superior Court
Notary Public
My Commission Expires:

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SCHEDULE A

[PROTECTED PROPERTY]

SCHEDULE A

Three certain pieces or parcel of land, located in the Town of Essex, County of Middlesex and State of Connecticut being known as Proposed Conservation Easement to the Essex Land Conservation Trust, Inc. and "Access/Conservation Easement to the Essex Land Conservation Trust, Inc. on a map entitled "ESSEX HIGHLANDS PREPARED FOR ESSEX HIGHLANDS, LLC BOUNDARY SURVEY PLAN TRUEBE ROAD ESSEX, CT, ANCHOR ENGINEERING SERVICES, INC., 75 NUTMEG LANE, GLASTONBURY, CT, Scale 1"= 100', Dated 2/06/06, Revised through 02/23/07 Sheet 3 of 9" which map is or shall be recorded on the Essex Land Records and to which reference is hereby made and is further bounded and described as follows:

PARCEL ONE:

Beginning at an iron pin found at a point on the Westerly side of Truebe Road, so-called, at the southeast corner of land now or formerly of Junkman, as shown on said map, and the northeast corner of Parcel A, as shown on said map, and running South 40 degrees 20 minutes 44 seconds West a distance of 186.60 feet along Truebe Road to an iron pin found; running thence South 09 degrees 53 minutes 16 seconds East a distance of 44.71 feet along Truebe Road, to a point which is the TRUE POINT AND PLACE OF BEGINNING; thence turning and running South 80 degrees 06 minutes 44 seconds West a distance of 233.56 feet along Parcel A, as shown on said map, to a point; thence turning and running South 35 degrees 47 minutes 38 seconds West a distance of 132.08 feet along land now or formerly of Mullin and land now or formerly of Punzelt, in part by each, to a point; thence turning and running South 11 degree 21 minutes 20 seconds East a distance of 230.96 feet along Open Space, as shown on said map, to a point; thence turning and running North 78 degrees 40 minutes 00 seconds East a distance of 259.30 feet along a 75-foot buffer, as shown on said map, to an iron pin; thence turning and running North 01 degrees 47 minutes 31 seconds East a distance of 199.31 feet along land now or formerly of King, to a point; thence turning and running North 80 degrees 03 minutes 58 seconds East a distance of 25.50 feet along said King land, to an iron pin found; thence turning and running North 09 degrees 53 minutes 16 seconds West a distance of 123.59 feet along said Heron Pond Road to a point, said point being the true point and place of beginning.

This easement area covers a portion of parcel A of land now or formerly of Truebe Associates, Ltd. on said map.

PARCEL TWO:

Beginning at a point 407.21 feet West of Heron Pond Road, so-called, on the Northwesterly corner of Lot 9, as shown on said map; thence turning and running South 10 degrees 59 minutes 06 seconds East a distance of 138.56 feet along Open Space, as shown on said map, to a point; thence running South 24 degrees 06 minutes 52 seconds East a distance of 918.30 feet along said Open Space, to a point; thence turning and running North 29 degrees 46 minutes 12 seconds East a distance of 84.89 feet along the 75 foot BUFFER, as shown on said map, to a point; thence turning and running North 01

degrees 44 minutes 15 seconds East a distance of 209.24 feet through Lot 4, as shown on said map, to a point; thence running North 11 degrees 05 minutes 07 seconds West a distance of 95.95 feet to a point; thence turning and running North 44 degrees 02 minutes 54 seconds West a distance of 59.53 feet, to a point, the last two calls running through Lot 5, as shown on said map; thence running North 85 degrees 19 minutes 43 seconds West a distance of 102.53 feet to a point; thence turning and running North 04 degrees 26 minutes 09 seconds West a distance of 143.20 feet to a point, the last two calls running through Lot 6, as shown on said map; thence running North 18 degrees 38 minutes 20 seconds West a distance of 152.46 feet through Lot 7, as shown on said map; thence running North 35 degrees 33 minutes 12 seconds East a distance of 80.50 feet through Lot 8, as shown on said map, to a point; thence turning and running North 02 degrees 53 minutes 53 seconds East a distance of 251.35 feet to a point, the last call running through Lots 8 and 9, as shown on said map, in part by each; thence turning and running South 78 degrees 40 minutes 00 seconds West a distance of 288.50 feet along Lot 9, as shown on said map, to the point and place of beginning.

This easement area covers a portion of lots 4,5,6,7,8, & 9 as shown on said map.

PARCEL THREE:

Beginning at a point 56.98 feet Southeasterly from Heron Pond Road, so-called, on the Northwesterly corner of Lot 1, as shown on said map; thence running South 30 degrees 49 minutes 14 seconds East a distance of 171.48 feet to a point; thence turning and running South 76 degrees 26 minutes 46 seconds East a distance of 42.88 feet, to a point; thence turning and running South 09 degrees 23 minutes 03 seconds East a distance of 50.42 feet to a point, the last three calls running through Lot 1, as shown on said map; thence turning and running South 29 degrees 37 minutes 21 seconds East a distance of 169.44 feet through Lot 2, as shown on said map, to a point; thence turning and running South 18 degrees 20 minutes 34 seconds East a distance of 153.22 feet to a point; thence running South 49 degrees 11 minutes 38 seconds East a distance of 76.78 feet to a point, the last two calls running through Lot 3, as shown on said map; thence turning and running North 30 degrees 12 minutes 14 seconds East a distance of 18.67 feet to a point; thence turning and running North 14 degrees 19 minutes 10 seconds East a distance of 155.27 feet to a point; thence turning and running North 62 degrees 31 minutes 54 seconds West a distance of 55.51 feet to a point, the last three calls being along Lot 3, as shown on said map; thence turning and running North 30 degrees 00 minutes 04 seconds West a distance of 333.15 feet along Lots 3, 2 and 1, as shown on said map, in part by each, to a point; thence turning and running North 50 degrees 34 minutes 16 seconds West a distance of 151.55 feet along Lot 1, as shown on said map, to a point; thence turning and running South 57 degrees 44 minutes 28 seconds West a distance of 50.55 feet along said Lot 1 to a point, said point being the point and place of beginning.

This easement area covers a portion of lots 1,2 & 3 as shown on said map.

SCHEDULE B

[BENEFITED ESTATE]

**OPEN SPACE
SCHEDULE B**

Three certain pieces or parcels of land, located on the westerly, southerly and easterly side of Heron Pond Road in the Town of Essex, County of Middlesex and State of Connecticut, shown as "OPEN SPACE" and the two "75' BUFFER" strips to be deeded to the Essex Land Conservation Trust on a map entitled: "ESSEX HIGHLANDS PREPARED FOR ESSEX HIGHLANDS, LLC BOUNDARY SURVEY PLAN TRUEBE ROAD ESSEX, CT, ANCHOR ENGINEERING SERVICES, INC., 75 NUTMEG LANE, GLASTONBURY, CT, Scale 1"= 100', Dated 2/06/06, Revised through 02/23/07 Sheet 3 of 9" which map is or shall be recorded on the Essex Land Records, and being more particularly bounded and described as follows:

Beginning at a point on the Westerly side of Heron Pond Road, so called, being the Northeasterly corner of Lot 9, as shown on said map, and the Southeasterly corner of a 75-foot Buffer, as shown on said map; thence running South 78 degrees 40 minutes 00 seconds West a distance of 407.21 feet along Lot 9, to a point; thence turning and running South 10 degrees 59 minutes 06 seconds East a distance of 138.56 feet along Lot 9, to a point; thence running South 24 degrees 06 minutes 52 seconds East a distance of 918.30 feet along Lots 8, 7, 6, 5, & 4, in part by each, as shown on said map, to a point; thence turning and running North 29 degrees 46 minutes 12 seconds East a distance of 447.38 feet to a point; thence running North 41 degrees 07 minutes 13 seconds East a distance of 224.40 feet to a point, the last two courses being along Lot 4, as shown on said map, to a point; thence running North 40 degrees 48 minutes 22 seconds East a distance of 39.85 feet to a point; thence running North 30 degrees 12 minutes 14 seconds East a distance of 18.67 feet to a point; thence turning and running North 14 degrees 19 minutes 10 seconds East a distance of 155.27 feet to a point; thence turning and running North 62 degrees 31 minutes 54 seconds West a distance of 55.51 feet to a point; the last four calls being along Lot 3, as shown on said map; thence running North 30 degrees 00 minutes 04 seconds West a distance of 333.15 feet along Lots 3, 2 & 1, as shown on said map, in part by each, to a point; thence turning and running North 50 degrees 34 minutes 16 seconds West a distance of 151.55 feet along Lot 1, as shown on said map, to a point; thence turning and running North 06 degrees 38 minutes 53 seconds East a distance of 89.53 feet along an Access/Drainage Easement to Town of Essex, as shown on said map, to a point; thence turning and running South 50 degrees 34 minutes 16 seconds East a distance of 213.46 feet to a point; thence turning and running South 30 degrees 00 minutes 04 seconds East a distance of 324.88 feet to a point; thence turning and running South 62 degrees 31 minutes 54 seconds East a distance of 97.92 feet to a point, the last three courses being along land now or formerly of Truebe Associates, Ltd, as shown on said map as lot D, to an iron pin; thence turning and running South 20 degrees 23 minutes 37 seconds West a distance of 86.50 feet to a point; thence running South 14 degrees 19 minutes 10 seconds West a distance of 37.32 feet to a point; thence running South 11 degrees 56 minutes 58 seconds West a distance of 82.68 feet to an iron pin found, the last three courses running along the line of a stone wall along land now or formerly of Armitage, as shown on said map; thence running South 17 degrees 57 minutes 25 seconds West a distance of 62.43 feet to a point; thence running South 30 degrees 12 minutes 14 seconds West a distance of 34.11 feet to a point; thence running South 40

degrees 48 minutes 22 seconds West a distance of 131.45 feet to an iron pin found, the last three calls running along the line of a stone wall and along land now or formerly of Annon, as shown on said map; thence running South 40 degrees 48 minutes 22 seconds West a distance of 21.57 feet to a point; thence running South 41 degrees 25 minutes 48 seconds West a distance of 32.03 feet to a point; thence running South 38 degrees 23 minutes 43 seconds West a distance of 99.27 feet to an iron pin found, the last three courses running along the line of a stone wall and along land now or formerly of Kern, as shown on said map; thence running South 32 degrees 04 minutes 00 seconds West a distance of 26.38 feet to an iron pin found; thence running South 28 degrees 42 minutes 52 seconds West a distance of 102.97 feet to a point; thence running South 30 degrees 30 minutes 00 seconds West a distance of 116.80 feet to an iron pin found, the last three courses running along the line of a stone wall and land now or formerly of Timmeny & O'Connell, as shown on said map; thence running South 25 degrees 19 minutes 37 seconds West a distance of 36.97 feet to a point; thence running South 30 degrees 31 minutes 07 seconds West a distance of 27.68 feet to an iron pin found; thence running South 31 degrees 56 minutes 54 seconds West a distance of 67.33 feet to a point; thence running South 30 degrees 08 minutes 38 seconds West a distance of 45.03 to a point; thence running South 30 degrees 23 minutes 11 seconds West a distance of 39.23 feet to a point; the last five calls running along the line of a stone wall and along land now or formerly of Grillo, as shown on said map; thence running South 33 degrees 41 minutes 39 seconds West a distance of 76.10 feet to a point; thence running South 31 degrees 31 minutes 08 seconds West a distance of 140.43 feet to an iron pin found; thence running South 30 degrees 26 minutes 13 seconds West a distance of 23.00 to an iron pin found, the last three courses running along the line of a stone wall and along land now or formerly of Bolles; thence running South 30 degrees 26 minutes 13 seconds West a distance of 95.58 feet to a point; thence running South 25 degrees 00 minutes 52 seconds West a distance of 22.37 feet to an iron pin found; thence turning and running South 06 degrees 26 minutes 03 seconds West a distance of 84.99 feet to a post found; thence running South 09 degrees 01 minutes 49 seconds East 48.86 feet to a point, said point being on the dividing line between the Towns of Essex and Old Saybrook, the last four courses running along the line of a stone wall along land now or formerly of Millard, as shown on said map; thence turning and running South 80 degrees 46 minutes 21 seconds West a distance of 291.78 feet to a point, along the Town line between Essex and Old Saybrook, as shown on said map; thence turning and running North 51 degrees 44 minutes 24 seconds West a distance of 44.89 feet along Connecticut Route 9, so-called, as shown on said map, to a Connecticut Highway Department Monument found; thence running North 37 degrees 40 minutes 55 seconds West a distance of 691.97 feet along said Route 9, to a point; thence turning and running North 52 degrees 41 minutes 37 seconds East a distance of 538.47 feet to a point; thence turning and running North 08 degrees 24 minutes 26 seconds East a distance of 85.70 feet to an iron pin found; thence running North 00 degrees 08 minutes 54 seconds West a distance of 143.37 feet to an iron pin found; thence running North 25 degrees 37 minutes 27 seconds West a distance of 73.90 feet to an iron pin found near a stone pile; thence turning and running South 53 degrees 55 minutes 42 seconds West a distance of 643.50 to a point, the last five courses running along land now or formerly of Markham, as shown on said map; thence turning and running North 09 degrees 32 minutes 08 seconds West a distance of 116.91 feet to a

point; thence running North 10 degrees 26 minutes 57 seconds West a distance of 113.70 to a point; thence running North 08 degrees 03 minutes 00 seconds West a distance of 233.83 feet to an iron pin found; thence turning and running North 49 degrees 18 minutes 26 seconds East a distance of 203.40 feet to a drill hole found; thence running North 49 degrees 18 minutes 26 seconds East a distance of 117.80 feet to a fence post, the last five calls being along land now of formerly Murphy / Trustee; thence running North 48 degrees 06 minutes 28 seconds East a distance of 30.96 feet to a point; thence running North 47 degrees 49 minutes 32 seconds East a distance of 216.03 feet to a point; thence running North 56 degrees 06 minutes 30 seconds East distance of 27.39 feet to a point; thence running North 46 degrees 17 minutes 00 seconds East a distance of 66.97 feet to an iron pin found; thence running North 39 degrees 58 minutes 32 seconds East a distance of 99.16 feet to a point the last five courses being along land now or formerly of Kent as shown on said map; thence running North 35 degrees 47 minutes 38 seconds East a distance of 55.00 feet along land now or formerly of Punzelt; thence turning and running South 11 degrees 21 minutes 20 seconds East a distance of 230.96 feet to a point; thence turning and running North 78 degrees 40 minutes 00 seconds East a distance of 259.30 feet to a point, the last two courses being along land now or formerly of Truebe Associates, Ltd., as shown on said map; thence running North 78 degrees 40 minutes 40 seconds East a distance of 140.50 feet along land now or formerly of King to an iron pin found; thence running North 78 degrees 40 minutes 40 seconds East a distance of 8.75 feet to a point; thence turning and running along an arc with a radius of 116.00 feet, a Delta of 06 degrees 23 minutes 07 seconds and an arc length of 12.93 feet along Heron Pond Road, so-called, as shown on said map; thence turning and running South 09 degrees 26 seconds 20 minutes East a distance of 62.43 feet along Heron Pond Road, so-called, as shown on said map, to the point and place of beginning.

SCHEDULE C

ACCESS EASEMENT AREAS

GENERAL ACCESS AREA

The General Access Area is that portion of Parcel One of the Protected Property shown by hatching on the map referred to on Schedule A, without limitation.

PEDESTRIAN WALKWAY AREA

The Pedestrian Walkway Area is that portion of Parcel One of the Protected Property shown by hatching on the map referred to on Schedule A, but limited to one trail no more than 30 feet in width running north and west of the pond shown on said map to the Benefited Estate and one trail no more than 30 feet in width running from the first trail to the north or west shore of such pond.

PARKING AREA

The Parking Area is that portion of Parcel One within the Protected Property shown as "Drainage and Parking Easement" to the Town of Essex on the map referred to in Schedule A.

The use, maintenance, repair and replacement of the Parking Area is subject to the drainage easement in favor of the Town of Essex, and access easement and parking rights granted hereunder shall not be exercised so as to damage, hinder or impair the Town's drainage facilities, structures, appurtenances or their operation.

SCHEDULE D

ENCUMBRANCES

1. Riparian rights of others in and to the pond contained within subject premises, and to the brooks and streams running through said premises.

2. Rights of Way in favor of others over and upon the 'Woods Trails,' so-called, as shown on a Plan entitled: "ESSEX HIGHLANDS Prepared for Essex Highlands, LLC BOUNDARY SURVEY PLAN Truebe Road Essex, CT Sheet 3 of 9 Date 02/06/06 Revised through 2/23/07 Scale 1" = 100', prepared by Anchor Engineering Services, Inc. 75 Nutmeg Lane, Glastonbury, CT 06033. Said map is on file in the Town of Essex Department of Planning and Zoning.

3. A Right of Way in favor of property now or formerly of Tripp, as set forth in a Warranty Deed from George K. Stillman and Louisa B. Stillman to Richard Tripp, dated December 30, 1870 and recorded in Volume 4, Page 431 of the Essex Land Records.

4. All rights of access denied to Relocation of Route 9, as set forth in a Certificate of Taking by the State of Connecticut from the Estate of Lydia Gladding, dated March 5, 1969 and recorded March 11, 1969 in Volume 50, Page 534 of the Essex Land Records.

5. A right in favor of the State of Connecticut to excavate a permanent channel, as set forth in said Certificate of Taking recorded in Volume 50, Page 534 of the Essex Land Records.

6. Such rights of way in favor of property now or formerly of King, as more particularly described in a Warranty Deed from Otilie J. Truebe to Hans W. Truebe, dated November 2, 1961 and recorded November 3, 1961 in Volume 44, Page 546 of the Essex Land Records.

7. A right in favor of property now or formerly of King to use the waters of the pond for all lawful purposes, including swimming, bathing and boating, as set forth in a Warranty Deed from James Kiaffas and Giampiero Mazzoni to M. Scotland King, dated August 2, 1999 and recorded August 3, 1999 in Volume 181, Page 718 of the Essex Land Records.

8. All matters and conditions pertaining to the approval of Essex Highlands Subdivision, as depicted on maps entitled "Re-Subdivision Plans - Essex Highlands - Truebe Road - Essex, CT dated 2/06/06, rev. to 2/23/07 Sheets 1-9," on file in the Town of Essex Planning and Zoning Department.

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2-28 2007 at 12:36pm
Francesca D. Nolan
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